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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

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9 UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 LOS ANGELES DIVISION

CV11 02639 PA (Ex)
Case No.

12 PIAO SHANG INDUSTRY CO.,
13 LTD.,

14 Plaintiff,

15 v.

16 ACCO BRANDS CORPORATION;
17 AMAZON.COM, INC.; BEST BUY
18 CO., INC.; BRACKETRON, INC.;

19 Defendants.

ORIGINAL COMPLAINT FOR
PATENT INFRINGEMENT

Jury Trial Demanded

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ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

1 **PLAINTIFF’S ORIGINAL COMPLAINT**

2 Plaintiff Piao Shang Industry Co., Ltd. (“Plaintiff”), by and through its
3 undersigned counsel, files this Original Complaint against Acco Brands
4 Corporation, Amazon.com, Inc., Best Buy Co., Inc., and Bracketron, Inc., (each a
5 “Defendant” and collectively “Defendants”) as follows:

6 **NATURE OF THE ACTION**

7 1. This is a patent infringement action to stop Defendant’s infringement
8 of Plaintiff’s United States Patent No. 5,305,381 entitled “*Cradle for Telephone*”
9 (the “’381 patent”; a copy of which is attached hereto as Exhibit A). Plaintiff is the
10 legal owner of the ’381 patent. Plaintiff seeks injunctive relief and monetary
11 damages.

12 **PARTIES**

13 2. Plaintiff is a company organized and existing under the laws of the
14 Republic of Taiwan. Plaintiff maintains its principal place of business at No. 271,
15 Chen Chien St., Shu Lin City, Taipei, Taiwan 238. Plaintiff owns the patent-in-
16 suit, and possesses the right to sue for infringement and recover past damages.

17 3. Upon information and belief, Acco Brands Corporation (“Acco”) is a
18 corporation organized and existing under the laws of the State of Delaware, with its
19 principal place of business located at 300 Tower Parkway, Lincolnshire, Illinois
20 60069.

21 4. Upon information and belief, Amazon.com., Inc. (“Amazon”) is a
22 corporation organized and existing under the laws of the State of Minnesota, with
23 its principal place of business located at 1200 12th Avenue South, Suite 1200,
24 Seattle, Washington 98144.

25 5. Upon information and belief, Best Buy Co., Inc. (“Best Buy”) is a
26 corporation organized and existing under the laws of the State of Minnesota, with
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1 its principal place of business located at 7601 Penn Avenue South, Richfield
2 Minnesota 55423.

3 6. Upon information and belief, Bracketron, Inc. ("Bracketron") is a
4 corporation organized and existing under the laws of the State of Minnesota, with
5 its principal place of business located at 5624 Lincoln Drive, Edina, Minnesota
6 55436.

7 **JURISDICTION AND VENUE**

8 7. This action arises under the Patent Laws of the United States, 35
9 U.S.C. § 1 *et seq.*, including 35 U.S.C. §§ 271, 281, 283, 284, and 285. This Court
10 has subject matter jurisdiction over this case for patent infringement under 28
11 U.S.C. §§ 1331 and 1338(a).

12 8. The Court has personal jurisdiction over each of the Defendants
13 because: each Defendant is present within or has minimum contacts with the State
14 of California and the Central District of California; each Defendant has
15 purposefully availed itself of the privileges of conducting business in the State of
16 California and in the Central District of California; each Defendant has sought
17 protection and benefit from the laws of the State of California; each Defendant
18 regularly conducts business within the State of California and within the Central
19 District of California; and Plaintiff's causes of action arise directly from
20 Defendants' business contacts and other activities in the State of California and in
21 the Central District of California.

22 9. More specifically, each Defendant, directly and/or through authorized
23 intermediaries, ships, distributes, offers for sale, sells, uses and/or advertises
24 (including the provision of an interactive web page) its products and services in the
25 United States, the State of California, and the Central District of California. Upon
26 information and belief, each Defendant has committed patent infringement in the
27 State of California and in the Central District of California. Each Defendant solicits
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1 customers in the State of California and in the Central District of California. Each
2 Defendant has many paying customers who are residents of the State of California
3 and the Central District of California and who each have purchased and/or use each
4 of the respective Defendants' products in the State of California and in the Central
5 District of California.

6 10. Venue is proper in the Central District of California pursuant to 28
7 U.S.C. §§ 1391 and 1400(b).

8 **COUNT I – PATENT INFRINGEMENT**

9 11. The '381 patent was duly and legally issued by the United States
10 Patent and Trademark Office on April 19, 1994, after full and fair examination.
11 Moreover, following a full and fair Reexamination proceeding, an Ex Parte
12 Reexamination Certificate issued on July 20, 2010. (A true and correct copy of
13 which is attached hereto as Exhibit B). Plaintiff was the legal owner of the '381
14 patent throughout the period of Defendants' infringing acts and still owns the patent
15 in suit, and Plaintiff thus possesses all rights of recovery under the '381 patent,
16 including the right to sue for infringement and recover past damages.

17 12. Acco owns, operates, advertises, controls, sells, uses and otherwise
18 provides telephone cradles, available through Acco and its group of companies.
19 Acco has infringed and continues to infringe one or more claims of the '381 patent
20 by making, using, providing, offering to sell, and selling (directly or through
21 intermediaries), in this district and elsewhere in the United States, telephone cradles
22 that embody the patented invention, and will continue to do so unless enjoined by
23 this Court. More particularly, Plaintiff is informed and believes that Acco makes,
24 uses, provides, offers to sell, and sells the "Kensington Windshield/Vent Car Mount
25 For Smartphones," and other devices that embody the patented invention. Acco has
26 further willfully infringed the '381 patent, as Acco has been aware of the patents-

1 in-suit since at least March 10, 2009, which is the date Acco responded to one of
2 Plaintiff's notices of infringement of the '381 patent.

3 13. Amazon owns, operates, advertises, controls, sells, uses and otherwise
4 provides telephone cradles, available through Best Buy and its group of companies.
5 Amazon has infringed and continues to infringe one or more claims of the '381
6 patent by making, using, providing, offering to sell, and selling (directly or through
7 intermediaries), in this district and elsewhere in the United States, telephone cradles
8 that embody the patented invention, and will continue to do so unless enjoined by
9 this Court. More particularly, Plaintiff is informed and believes that Amazon
10 makes, uses, provides, offers to sell, and sells the Car Baby "Car Universal
11 Holder," "HTC EVO Sprint" Car Mount, Ikross "H168 PDA/Phone Cradle,"
12 Satechi CR-3600, and other devices that embody the patented invention. Amazon
13 has further willfully infringed the '381 patent, as Amazon has been aware of the
14 patents-in-suit since at least November 7, 2008, which is the date Amazon
15 responded to one of Plaintiff's notices of infringement of the '381 patent.

16 14. Best Buy owns, operates, advertises, controls, sells, uses and otherwise
17 provides telephone cradles, available through Best Buy and its group of companies.
18 Best Buy has infringed and continues to infringe one or more claims of the '381
19 patent by making, using, providing, offering to sell, and selling (directly or through
20 intermediaries), in this district and elsewhere in the United States, telephone cradles
21 that embody the patented invention, and will continue to do so unless enjoined by
22 this Court. More particularly, Plaintiff is informed and believes that Best Buy
23 makes, uses, provides, offers to sell, and sells the Rocketfish "Car Mount," and
24 other devices that embody the patented invention. Best Buy has further willfully
25 infringed the '381 patent, as Best Buy has been aware of the patents-in-suit since at
26 least March 16, 2009, which is the date Best Buy responded to one of Plaintiff's
27 notices of infringement of the '381 patent.

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PRAYER FOR RELIEF

Plaintiff respectfully requests that the Court find in its favor and against each Defendant, and that the Court grant Plaintiff the following relief:

- A. An adjudication that one or more claims of the '381 patent have been infringed, either literally and/or under the doctrine of equivalents, by one or more of the Defendants and that such infringement was willful;
- B. An award to Plaintiff of damages adequate to compensate Plaintiff for each Defendant's acts of infringement together with pre-judgment and post-judgment interest;
- C. That, should any Defendant's acts of infringement be found to be willful from the time that each Defendant became aware of the infringing nature of their actions, that the Court award treble damages for the period of such willful infringement pursuant to 35 U.S.C. § 284;
- D. A grant of permanent injunction pursuant to 35 U.S.C. § 283, enjoining each Defendant from further acts of infringement with respect to the claims of the '381 patent.
- E. That this Court declare this to be an exceptional case and award Plaintiff its reasonable attorneys' fees and costs in accordance with 35 U.S.C. §285; and
- F. Any further relief that this Court deems just and proper.

Respectfully submitted,
WHITE FIELD, INC.



Steven W. Ritcheson,
Attorney for Plaintiff
PIAO SHANG INDUSTRY CO.,
LTD.

Dated: March 29, 2011